

**CITY OF LINCOLN  
COUNTY OF LANCASTER**

Vince M. Mejer, CPPO, C.P.M.  
Purchasing Agent

(402) 441-7410 FAX: (402) 441-6513  
purchasing@ci.lincoln.ne.us

**QUOTATION REQUEST**

Quote Prices F.O.B. Destination  
Lincoln, Nebraska

Date - 10/20/03  
Order No. - 1438 OC  
Date Due - 11/06/03

QUOTATIONS MUST BE RECEIVED IN  
THE PURCHASING DIVISION OFFICE BY  
THE DUE DATE SPECIFIED ABOVE

PLEASE MAKE NECESSARY VENDOR  
INFORMATION CORRECTIONS ON THIS FORM:

**VENDOR INFORMATION**

**Return Quotation Request To:**

Purchasing Division  
K-Street Complex  
440 S 8th St Ste 200  
Lincoln NE 68508

Item Number / Description	Quantity	UM	Unit Price	Total Price
57044130308 Post, 8 ft Steel U-Channel, 2/ lb/ft Green, holes full length (Quantity shown is actual quantity to be ordered)	50	EA		
57044130420 Post, 10 ft Steel U-Channel 2/ lb/ft Green, holes full length length (Quantity Shown is actual qty to be ordered)	300	EA		
57044130521 Post, 12 ft Steel U-Channel 2 lb/ft, Green, holes full length (Quantity shown is to establish a price for Annual Requirement contract - No 12 ft. post will be ordered at this time). The above item is listed for the purpose of establishing a price for future orders. No requirements at this time. In the past the County places an order for various sizes of U-channel posts once a year. Our standard sizes are 8, 10 and 12 foot. It is our desire to contract with a supplier to provide for our needs on a multi-year contract, which may be adjusted once annually.	300	EA		

**VENDOR MUST COMPLETE THE FOLLOWING**

The undersigned represents and warrants that he/she has full and complete authority to submit this quotation and to enter into a contract upon acceptance by the City/County. The undersigned agrees to comply with all conditions above and on reverse side of this document.

COMPANY NAME \_\_\_\_\_

BY (PRINT NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

TITLE \_\_\_\_\_

EMPLOYER FEDERAL ID NO. OR

DATE \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

DELIVERY SCHEDULE \_\_\_\_\_

DAYS ARO

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Item Number / Description	Quantity	UM	Unit Price	Total Price
(See Terms & Conditions attached. Contact: Kathy Smith, Purchasing at 402-441-8309.)				

Fund: 022 Agcy: 703 Org. - Obj. 2252

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# SPECIFICATIONS FOR U-CHANNEL SIGN POSTS

1. SCOPE: This specification describes the minimum acceptable requirements for steel channel sign posts used for the installation of traffic signs.
2. MATERIAL: Posts shall be hot rolled flanged channel produced from high strength steel complying with ASTM A-499-81, Grade 60, for the installation of traffic signs.
3. GENERAL:
  - 3.1 Posts shall be finished with the industry standards baked green enamel finish.
  - 3.2 The weight per foot, before punching, and length of posts shall be as specified on the bid proposal page.
  - 3.3 Sign posts shall be punched with 3/8" holes on 1" centers for full length of the post.
    - 3.3.1 Tolerance of hole spacing shall be 1/32".
    - 3.3.2 First hole shall be 1" from top of post.
  - 3.4 Posts shall have a uniform, flanged, standard U or channel type cross-section.
  - 3.5 One end of post shall be tapered for ground installation.
4. FABRICATION:
  - 4.1 The finished posts shall be machine straightened and have a smooth uniform finish, free from injurious defects and free from defects affecting their strength, durability and appearance.
  - 4.2 All holes and sheared ends shall be free from burrs.
5. SHIPMENT:
  - 5.1 Posts shall be packaged in banded bundles containing 50 posts per bundle, with a support block near each end of the bundle to facilitate unloading of the posts by a forklift.
  - 5.2 All posts shall be bid F.O.B. Lincoln, delivered to:

Lancaster County Engineer's Shop, Building "C"  
444 Cherrycreek Road  
Lincoln, NE 68528  
Attn: Wilbur Auman

6. RENEWAL OPTION: The County reserves the right to renew any pricing awarded from this request for two (2) additional one(1) year period(s). All renewals shall be on an annual basis and under the same terms and conditions of the original contract. See "Commodity Terms & Conditions".

#### ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:

Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the County Purchasing Agent and the supplier. Price increases will not exceed 4% for any anniversary price adjustment or contract renewal period. Price reductions may be issued at any time.

The County reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by manufacturer's price lists or other manufacturer's documentation acceptable to the County. The request shall state the percentage increase and the revised price for each affected contract item.

*No increases will be granted without prior approval of the County Purchasing Agent.*

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

**Please Check one - Contract Extension Renewal is an option:**

Yes \_\_\_\_\_

No \_\_\_\_\_

**TERM PRICE CLAUSE: BIDDER MUST STATE**

(a) Bid prices firm for the full 12 month contract period:\_\_\_\_; or

(b) Bid prices subject to escalation/de-escalation:\_\_\_\_\_.

(c) If (b), state period for which prices will remain firm:  
Through\_\_\_\_\_.

7. **INTERLOCAL PURCHASING:** The County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with contract terms and conditions, in addition to orders from Lancaster County.

\_\_\_ YES \_\_\_ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Terms and conditions of the contract must be met by political subdivisions, cities and counties. Under no circumstances shall Lancaster County be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

**COMPANY REPRESENTATIVE responsible for the administration of this Agreement:**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PHONE NO.** \_\_\_\_\_

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the County, and to enter into a contract if this proposal is accepted.

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER  
EMAIL:** \_\_\_\_\_

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS (After  
receipt of individual orders)**

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICE DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION. IF YOU DESIRE A COPY OF THE BID TAB TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

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**SPECIAL PROVISIONS  
FOR  
COMMODITY TERM CONTRACTS**

**LANCASTER COUNTY, NEBRASKA  
PURCHASING DIVISION**

**1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the County for the contract period.
- 1.2 Items listed may or may not be inclusive of County requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the County shall be neither obligated nor limited to any specified amount. The County will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

**2. CONTRACT PERIOD**

- 2.1 The contract term is for one (1) year, with option to renew for additional one (1) year terms, not to exceed two (2) renewals. Total contract term not to exceed three (3) years as 36 consecutive months.
- 2.2 Bidder must indicate on the Proposal Form, in the space provided, if renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract term.

**3. BID PRICES**

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the County:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.

3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the County.
7. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
8. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.

**4. CONTRACT ADMINISTRATION**

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the County's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various County Departments.
- 4.4 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.5 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.6 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

**5. QUARTERLY REPORT**

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.

**PURCHASING DIVISION  
CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA  
INSTRUCTIONS TO BIDDERS**

1. **BIDDING PROCEDURE** - A bid by a corporation must be signed in the name of such organization by a duly authorized official thereof. Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization. Most departments of the City of Lincoln and Lancaster County agencies are exempt from federal excise taxes and state and local sales and use taxes. Kindly bid without taxes. The City/County will be responsible for paying any taxes which may be due.
2. **FAIR EMPLOYMENT PRACTICES** - Each bidder agrees that he/she will not discriminate against any employee or applicant for employment because of age, race, color, religion, ancestry, national origin, disability, sex or marital status, and that he will take affirmative action to assure that applicants are employed and that employees are treated during employment without regard to age, race, color religion, ancestry, national origin, disability, sex or marital status.
3. **DATA PRIVACY** - Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, patents and patent rights. The bidder agrees to hold the City/County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.
4. **INDEPENDENT PRICE DETERMINATION** - By signing and submitting this bid, the bidder certifies that: The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
5. **CLARIFICATION OF SPECIFICATION DOCUMENTS** - Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents. Interpretations, corrections and changes made to the specification documents will be made by written addenda. Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City/County; and bidders shall not rely upon such interpretations or changes. No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except: An addendum withdrawing or postponing the invitation to bid.
6. **BRAND NAMES** - If and wherever in the material specifications or proposal form brand names, make, manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow. It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the City/County that said item is equal to or better than the product specified. If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City/County's specifications.
7. **DEMONSTRATION/SAMPLES** - If requested, the bidders shall, at bidder's expense, demonstrate and/or furnish samples of the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City/County.
8. **DELIVERY** - Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. F.O.B. to the City/County at the location specified by the City/County, with all transportation charges paid.
9. **WARRANTIES, GUARANTEES AND MAINTENANCE** - A copy of the manufacturer's warranties and/or guarantees for the items being bid must accompany your proposal. A copy of your company's maintenance policies and costs must also accompany your proposal. Replacement parts of defective components shall be shipped to the City/County at no cost. If defective parts are required to be returned to the bidder, the shipping costs shall be borne by the bidder.
10. **ACCEPTANCE OF MATERIAL** - The finished materials must be new, the latest make or model, of the best quality, unless otherwise specified, and the highest grade workmanship. The material delivered under this proposal shall remain the property of the bidder until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted by the City/County. The material delivered must be fully in accord with specification documents. In the event the material and/or services supplied to the City/County is found to be defective or does not conform to specification documents, the City/County reserve the right to cancel the order upon written notice to the bidder and return materials to bidder at the bidder's expense. Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln or Lancaster County, Nebraska, as required by the contract documents or purchase orders. Selling dealer's advertising decals, stickers or other signs shall not be affixed to the equipment; vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forings, stampings, nameplates and logos are acceptable.
11. **BID EVALUATION AND AWARD** - The signed bid shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City/County of purchase orders, contract award notifications, or other contract documents appropriate to the work. No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid. In case of a discrepancy between the unit prices and their extensions, the unit price shall govern. The City/County reserve the right to accept or reject any or all bids, or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the specification documents.
12. **TERMS OF PAYMENT** - Unless other specification provisions state otherwise, payment in full will be made by the City/County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.
13. **LAWS** - The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.